Extreme Networks, Inc.
Limited Hardware and Software Warranty

Limited Warranty. Subject to the following section ("Limitation"), Extreme Networks warrants to the original purchaser, and not to subsequent purchasers, of the Extreme Networks product (the "Product") that from the date of shipment of the Product from Extreme Networks (or in the case of resale by an Extreme Networks reseller, commencing not more than ninety (90) days after shipment by Extreme Networks) that: (a) for a period of time commencing on the date of shipment from Extreme Networks and ending five (5) years following Extreme's announcement of the end of sale of such Product, the hardware portion of the Product will be free from defects in material and workmanship under normal use consistent with the specification for the Product at the time of shipment ("Documentation"); and (b) for ninety days, the software portion of the Product ("Software") shall substantially conform with the Documentation. Extreme Networks does not warrant that (i) the Software is error free, (ii) that Customer will be able to operate the Software without problems or interruptions and (iii) that the Software will be free of vulnerability to intrusion or attack. Except for the limited warranty set forth in this section, the Software is provided "AS IS".

If Customer purchased the Product from Extreme Networks sales channels, the warranty on such Products may be shorter than the time periods stated in this Section. The date of shipment of a Product by Extreme Networks is set forth on the packaging material in which the Product is shipped.

In the event of a failure of any Product to comply with the foregoing warranty during the applicable warranty period Extreme shall, at its option, repair or replace the Product (which may include a workaround) or refund the fees paid by Customer for such Product (following Customer's return of such Product, freight and insurance prepaid, to appropriate source in accordance with the return process and policy described at **http://www.extremenetworks.com/services/documentation/rmaforms.asp** and **http://www.extremenetworks.com/SERVICES/documentation/rmapolicy.asp.** The foregoing sets forth Customer's sole and exclusive remedies for breach of the above warranties.

Replacement Products will be warranted for the remaining warranty period of the original Products, and may be new or refurbished Products.

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